

ORDINANCE 2024-16

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING 1.51 (+/-) ACRES OF PROPERTY LOCATED AT 7208 COX PIKE, CONSISTING OF WILLIAMSON COUNTY TAX MAP 042H GROUP E, PARCEL 001.00, FROM RS-40 (SINGLE FAMILY RESIDENTIAL) TO RS-15 (SINGLE FAMILY RESIDENTIAL), PROPERTY OWNER: TONY CAVENDER

WHEREAS, the City of Fairview Zoning Ordinance, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described as 1.51 (+/-) acres of property consisting of Williamson County Tax Map 042H Group E, Parcel 108.05, located at 7208 Cox Pike, from RS-40 (Single Family Residential) to RS-15 (Single Family Residential), property owner: Tony Cavender; and

WHEREAS, said property to be rezoned from RS-40 to RS-15 is located within the corporate limits of the City of Fairview; and

WHEREAS, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on September 10, 2024, with a **positive** recommendation for approval without conditions; and

WHEREAS, that all ordinances or parts of ordinances in conflict are hereby repealed; and

NOW THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS AS FOLLOWS:

The Zoning Ordinance of the City of Fairview, Tennessee, is hereby amended by rezoning 1.51 (+/-) acres of property consisting of Williamson County Tax Map 042H Group E, Parcel 001.00, located at 7208 Cox Pike, from RS-40 (Single Family Residential) to RS-15 (Single Family Residential), as requested by owner Tony Cavender, the public welfare requiring it. The rezoning of this site shall be subject to all City of Fairview ordinances and regulations.



Approved by the Board of Commissioners:

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Passed 1st Reading: October 3, 2024

Public Hearing: November 7, 2024

Passed 2nd Reading: _____

Published for public notice on: October 9, 2024 In: Main Street Fairview Newspaper

RESOLUTION 78-23

A RESOLUTION TO ANNEX CERTAIN TERRITORY UPON WRITTEN CONSENT OF THE OWNERS AND TO INCORPORATE THE SAME WITHIN THE BOUNDARIES OF THE CITY OF FAIRVIEW, TENNESSEE WITH RS-40 SINGLE FAMILY RESIDENTIAL ZONING, MAP 018, PARCELS 026.10 & 026.04, 7857 & 7859 CROW CUT ROAD, 10.07 (+/-) ACRES, OWNERS: PAUL & KARLA ANN CREED

**Tax Map 018, Parcels 026.10 & 026.04
7857 & 7859 Crow Cut Road
Owners: Paul and Karla Ann Creed
10.07 +/- Acres**

WHEREAS, the City of Fairview, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries; and

WHEREAS, the owners of all property within the territory proposed for annexation and zoning have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this Resolution, describing the territory proposed for annexation and zoning, was promptly sent by the City of Fairview to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this Resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and zoning and in a like number of public places in the City of Fairview, and by publishing notice of the Resolution at or about the same time in Main Street Fairview, a newspaper of general circulation in such territory and the City of Fairview; and

WHEREAS, a Plan of Services for the area proposed for annexation and zoning is included as Section 1 hereto, which Plan of Services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation, zoning and Plan of Services were submitted to the Fairview Planning Commission for study, and it has recommended the same; and

WHEREAS, notice of the time, place, and purpose of a public hearing on the proposed annexation, zoning and Plan of Services was published in a newspaper of general circulation in the City of Fairview not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing on the proposed annexation, zoning and Plan of Services was held by the governing body on the 1st day of February 2024.

SECTION 1: Pursuant to the provisions of **TCA 6-5-102**, there is hereby adopted, for the area bounded as described above, the following plan of Services:

Police

Patrolling, radio response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.

Fire

Fire protection by the present personnel and equipment of the City of Fairview Fire Department, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.

Water

Water for domestic, commercial, and industrial use will be provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. **The City of Fairview, Tennessee, does not provide this service.**

Water for fire protection will be provided and water lines and fire hydrants will be installed by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. **The City of Fairview, Tennessee, does not provide this service.**

Sanitary Sewers

Sanitary Sewer Service will be serviced by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures.

The City of Fairview, Tennessee does not provide this service.

In the event connection to the Sanitary Sewer Service is not allowed by WADC, an individual sewage disposal system shall be required for residential and non-residential occupied structures. If public sewer facilities are not available and individual disposal systems are proposed, the individual disposal system, including the size of the septic tank and size of the tile fields or other secondary treatment device shall be approved by the County Health Department.

Refuse Collection

Private haulers or the county convenience center will handle refuse collection in the annexed area.

Streets

The State Highway Commission under the standards currently prevailing by the State of Tennessee will serve the State Controlled Streets in the annexed area. The City of Fairview, Tennessee under the standards currently prevailing in the city will serve the City Controlled Streets in the annexed area.

Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

Schools

The annexed area will be served by the Williamson County School system that serves the entire City of Fairview, Tennessee.

Inspection Services

Any inspection services now provided by the City will begin in the annexed area on the effective date of annexation.

Planning and Zoning

The planning and zoning jurisdiction of the City will extend to the annexed area on the effective date of annexation. City Planning will thereafter encompass the annexed area.

Public Works

Services provided by the Public Works department will be extended to the annexed area on the effective date of annexation to include seasonal chipper and leaf pick up. Reference the city's website for pickup times and specific information regarding what qualifies for this service.

Street Lighting

Existing street lighting will continue to be maintained by the utility provider in the annexed area.

Recreation

Residents of the annexed area may use all City parks on and after the effective date of annexation.

Miscellaneous

Any other service(s) not classified under the foregoing headings will be in accordance with the standards prevailing in the City of Fairview, Tennessee.

SECTION 2: LOCATION MAP



PARCELS FOR ANNEXATION:
7857 & 7859 CROW CUT ROAD
MAP 018, PARCELS 026.10 & 026.04
10.07 +/- ACRES
PROPERTY OWNERS: PAUL &
KARLA ANN CREED

CROW CUT RD

SECTION 3: LEGAL DESCRIPTION

7857 Crow Cut Road

Land in Williamson County, Tennessee, being a tract of land as shown on Property Map 18, Assessor's Office and lying wholly within the 1st Civil District of Williamson County, Tennessee. Bounded in general by Crow Cut Road on the south; Lankford and Allen Tract 2 Jerry Wilson Anderson on the west; Lankford and Allen Division Tract 7 and Raccoon Branch on the north; Lankford and Allen Division Tract 4 on the east, more particularly described as follows:

Beginning at a point in the center of Crow Cut Road located N 31 deg. 25' 14" E 212.35' from a spike in the center of said road in Jerry Wilson Anderson's east line (ref. Deed Book 1402, Page 158, R.O.W.C.), thence leaving Crow Cut Road and with the common line of Lankford and Allen's Tract 2, N 51 deg. 28' 38" W passing an existing witness iron pin at 25.00' in all 111.06' to an existing iron pin in Jerry Wilson Anderson's east line; thence leaving Tract 2 and with Anderson's east line N 05 deg. 25' 58" E passing the center of a 25' ingress-egress easement at 195.43' and a witness iron pin set at 1224.24' in all 1249.24' to a point in the East Raccoon Branch; thence leaving Anderson and up the center of Raccoon Branch and with Lankford and Allen Tract 7, S 79 deg. 56' 18" E 83.33' to a point; thence S 78 deg. 17' 29" E 52.96' to a point, common corner of Lankford and Allen Tract 4; thence leaving Tract 7 and Raccoon Branch and with the west line of Tract 4, S 01 deg. 33' 41" W passing a witness iron pin at 25.00' and the center of the aforementioned 25' easement at 1054.56' and a witness iron pin set at 1104.30' in all 1139.73' to a point in the center of Crow Cut Road: thence leaving Tract 4 and with the center of Crow Cut Road and a curve to the left having the following characteristics: Delta=02 deg. 44' 50", Radius=631.73'; ARC=30.29'; Tangent=15.15'; Chord=S 43 deg. 55' 56" W 30.29' to a point; thence S 42 deg. 33' 34" W 110.71' to a point; thence with a curve to the left having the following characteristic: Delta=04 deg. 02' 12"; Radius= 837.44'; ARC=59.00'; Tangent=29.51'; Chord=S 40 deg. 32' 29" W 58.99' to a point of beginning, containing 5.06 acres, more or less and being a portion of Billy L. Lankford Et Ux as recorded in Deed Book 1832, Page 538, Register's Office, according to a survey by Randolph L. Chapdelaine R.L.S. #1444, 7111-B Sweetgum Road SW, Fairview, Tennessee 37062 and dated June 14, 1999.

The above described tract is subject to a 25' ingress-egress easement in favor of Jerry Wilson Anderson running through the southern portion of said property to the east line of Anderson described as follows: Commencing at the southeast corner of the above tract in the center of Crow Cut Road thence N 01 deg. 33' 41" E 85.17' to a point of beginning for the center of a 25' ingress-egress easement, thence leaving the point of beginning N 76 deg. 55' 25" W 18.47' to a point; thence N 79 deg. 53' 21" W 97.39' to a point; thence N 87 deg. 16' 43" W 91.53' to a point in Jerry Wilson Anderson's East line.

Being the same property conveyed to Randy L. Beck and wife, Mary M. Beck, by Warranty Deed from Dan Ellis and wife, Dianne Ellis, dated April 20, 2011, of record in Book 5310, Page 60, Register's Office for Williamson County, Tennessee. Randy L. Beck died on September 16th, 2018, leaving Mary M Beck as his surviving spouse.

7859 Crow Cut Rd

A certain tract or parcel of land in Williamson County, State of Tennessee, described as follows, to-wit: Being a tract of land as shown on Property Map 18, Assessor's Office, and lying wholly within the 1st Civil District of Williamson County, Tennessee, bounded in general by Crow Cut Road on the south, Lankford and Allen Tract 3 on the west; Lankford and Allen Division Tract 7 and Raccoon Branch on the north; Lankford and Allen division Tract 5 on the east, being more particularly described as follows: Beginning at a point in the center of Crow Cut Road located N 36 deg. 38' 03" E 410.48' from a spike in the center of said road in Jerry Wilson Anderson's east line (ref. Deed Book 1402, Page 158, R.O.W.C.), thence leaving Crow Cut Road and with the common line of Lankford and Allen's Tract 3, N 01 deg. 33' 41" E passing an existing witness iron pin at 35.44' and the center of a 25' ingress-egress easement at 85.17' and a second witness iron pin at 1114.73' in all 1139.73' to a point in the center of East Raccoon Branch, thence leaving Tract 3 and up the center of Raccoon

Branch and with Lankford and Allen Tract 7, S 78 deg. 17' 29" F. 34.22' to a point; thence S 86 deg. 43' 06" E 203.17' to a point, being the common corner of Lankford Tract 5; thence leaving Tract 7 and Raccoon Branch and with the west line of Tract 5, S 04 deg. 49' 22" W passing a witness iron pin at 25.00' and a witness iron pin set at 963.22' in all 993.80' a point in the center of Crow Cut Road; thence leaving Tract 5 and with the center of Crow Cut Road S 59 deg. 39' 50" W 67.92' to a point; thence with a curve to the left having the following characteristics: Delta=14 deg. 21' 25"; Radius-631.73'; ARC-158.30'; Tangent-79.57'; Chord-S 52 deg. 29' 05" W 157.88' to the point of beginning, containing 5.02 acres, more or less according to a survey by Randolph L. Chapdelaine R.L.S. #1444, 7111-B Sweetgum Road SW, Fairview, Tennessee 37062 and dated June 14, 1999.

The above-described tract is subject to a 25 feet ingress-egress easement in favor of Jerry Wilson Anderson (ref. Deed Book 1402, Page 158, R.O.W.C.) running from the common line of Tract 3 and Tract 4 to the center of Crow Cut Road described as follows: Commencing at a point in the center of Crow Cut Road, the southwest corner of the above tract thence leaving said road N 01 deg. 33' 41" E 85.17" to a point in the center of a 25' ingress-egress easement, thence with the center of said easement S 76 deg. 55' 25" E 79.83' to a point in the center of Crow Cut Road.

Being the same property conveyed to Randy L. Beck and wife, Mary M. Beck, by Warranty Deed from Billy L. Lankford and James E. Allen, and their spouses, Marjorie S. Lankford and Mattie R. Allen, dated March 17, 2000, of record in Book 1973, Page 801, Register's Office for Williamson County, Tennessee. Randy L. Beck died on September 16th, 2018, leaving Mary M. Beck as his surviving spouse

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the city of Fairview, Tennessee, as follows:

- A. That the proposed territory is hereby annexed and incorporated into the boundaries of the City of Fairview, to be effective as of the 7th day of November 2024, with the following condition of approval:
 1. An interlocal agreement with Williamson County is required to address the provision of emergency services to interceding properties (between the municipality and the territory to be annexed) and road and bridge maintenance from the municipality to the territory being annexed. T.C.A. § 6-51-104.
- B. That the Plan of Services for this territory, included, hereto is approved and the same is hereby adopted.
- C. That the City Recorder will cause a copy of this Resolution to be forwarded to the Mayor of Williamson County including the Plan of Services.
- D. That a copy of this Resolution shall be recorded with the Williamson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Williamson County Assessor of Property.
- E. That a copy of this Resolution, as well as the portion of the Plan of Services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district following certification by the election commission that the annexation was approved.

RESOLUTION 44-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR AIGNEP EXPANSION

WHEREAS, prior to the issuance of any permit, other than a building permit for construction of a one or two-family dwelling, under authority of the Zoning Ordinance of the City of Fairview, applicants shall review and enter into a “Site Development Agreement” (agreement) in a form that is approved by the Board of Commissioners for the purpose of acknowledging the understanding and agreement of the applicant with the policies and procedures of the City as they relate to proposed site development and construction activities; and

WHEREAS, the City Engineer engages with each development applicant during the pre-construction meeting and requires an executed agreement prior to construction commencing; and

WHEREAS, the Board of Commissioners may grant authorization for the mayor to execute contracts on behalf of the City; and

WHEREAS, the form of the Site Development Agreement is attached as EXHIBIT A.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Site Development Agreement for AIGNEP Expansion.

Passed and adopted this the 7th day of November, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

SITE DEVELOPMENT AGREEMENT
FOR
AIGNEP EXPANSION
7121 LOBLOLLY PINE BLVD
MAP 18 AND PARCEL 04723

This SITE DEVELOPMENT AGREEMENT is made and entered into on this ^{7th} ~~17th~~ day of ~~October~~ ^{November} 2024, by and between **THE CITY OF FAIRVIEW**, OF WILLIAMSON COUNTY, TENNESSEE, A MUNICIPALITY incorporated under the laws of the State of Tennessee, with its office and principal place of business in WILLIAMSON COUNTY, Tennessee, (hereinafter called the "CITY"), and the **AIGNEP USA**, (hereinafter called the "DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described as AIGNEP EXPANSION consisting of 1 BUILDING (hereinafter called the "PROJECT"); and

WHEREAS, the site plan of the PROJECT has the approval of the Fairview Municipal Planning Commission (hereinafter called the Planning Commission) on the 14th day of May, 2024 pursuant to Tennessee Code Annotated, Section 13-7-201, et seq., and the Zoning Ordinance of Fairview, Tennessee, (the Zoning Ordinance); and,

WHEREAS, the project shall require a **Site Reclamation Bond** in the amount of **\$414,662 (FOUR HUNDRED AND FOURTEEN THOUSAND AND SIX HUNDRED AND SIXTY TWO DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed; and

WHEREAS, the DEVELOPER is the owner of the PROJECT and has authority to engage in such development; and,

WHEREAS, in order to provide for the health, safety and welfare of those persons frequenting the PROJECT and the general public, it will be necessary for certain improvements to be constructed within and to serve the PROJECT. Said improvements may include, but not be limited to, sidewalks, storm water conveyance and detention systems, parking and vehicular access control features, landscaping buffers and the like; and

WHEREAS, in order for said improvements to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to construct in accordance with the approved site plan and other rules, regulations and ordinances of the CITY improvements in said project, and

WHEREAS, failure of the DEVELOPER to adhere to the design embodied in the approved site plan creates unintended and potentially detrimental impacts upon the public infrastructure network of the CITY.

NOW, THEREFORE, in consideration of the CITY accommodating upon its network of infrastructure the vehicular traffic, storm water and other impacts generated by this PROJECT (subject to the applicant's compliance with all requirements in this agreement and applicable existing laws of the CITY of Fairview and the State of Tennessee), and

IN FURTHER CONSIDERATION of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete, sidewalks, drainage improvements, access control features and other facilities in accordance with this agreement.

B. Inspection

The CITY shall have a continuous right to inspect the work and facilities to assure that the facilities are constructed in accordance with the approved construction plans.

C. Right of Entry

The CITY shall have the right, in case a Letter-of-Credit is called for noncompliance, to enter upon any property of the DEVELOPER and take all necessary actions to stabilize and secure the development site so as to protect the health and welfare of the general population.

D. Fees Not Refundable

If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees or other amounts paid to the CITY shall be refundable to the DEVELOPER.

E. City Ordinances, Rules and Regulations

All currently existing CITY ordinances, rules and regulations and the Zoning Ordinance adopted by the Board of Commissioners are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. All work done under this agreement is to be performed in accordance with plans, and specifications approved by the City and made a part, hereof.

F. Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement nor shall the rights or duties be assigned by either party.

G. Revocation and Interpretation

This agreement shall bind DEVELOPER when executed by DEVELOPER and may not be revoked by DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Williamson County, Tennessee, and Tennessee Appellate Courts.

H. No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Fairview Board of Commissioners must approve any written modification to this agreement.

I. Severability

If any portion of this agreement is held to be unenforceable, the CITY shall have the right to determine whether the remainder of the agreement shall remain in effect or whether the agreement shall be void and all rights of the DEVELOPER pursuant to this agreement terminated.

J. Transferability

The DEVELOPER and/or Owner agrees that he will not transfer the property on which this proposed development is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with appropriate address and telephone numbers. If it is the transferee's intention to develop this property in accordance with the agreement, the DEVELOPER agrees to provide the CITY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the CITY Attorney. The DEVELOPER and/or Owner understand that if he transfers said property without providing the notice of transfer and Assumption Agreement as required herein, he will be in breach of this agreement and that any surety held by the City to secure the agreement may be called. The DEVELOPER further agrees that he shall remain liable under the terms of this agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY and a new agreement is issued naming the new owners as principal.

II. TREE PROTECTION MEASURES

A. Tree Protection Plan Required

The DEVELOPER shall cause to be prepared and submitted to the CITY a "Tree Protection Plan" as required by Ordinance 528. Such plan shall be prepared and approved prior to or in conjunction with plans for any use for which either a "Site Development Plan" or a "Master Development Plan" is required under applicable provisions of the Zoning Ordinance (Ordinance # 444).

B. Protective Measures Required

The DEVELOPER agrees that specific protective barriers and other applicable measures as specified in Section 13-406 (Protection of Existing Tree Cover) of Ordinance 528, and approved within the "Tree Protection Plan," shall be installed and/or erected prior to any tree removal activities or grading upon this site. The DEVELOPER further agrees that during all building, renovating or razing operations, such protective measures specified shall be maintained so as to prevent damage to said trees.

C. Development Activities Prohibited

It is understood and agreed that all development activities except those specifically permitted by the approved development plans that accompany this agreement shall be prohibited within the "tree protection zones" designated upon the approved development plans. It is further understood that all temporary construction activities including all digging, concrete washing, storage of construction material, debris or fill and parking of construction vehicles shall also be prohibited within designated "tree protection zones".

III. DESIGN AND APPROVAL

A. Contents of Plans

The DEVELOPER shall cause to be prepared and submitted to the CITY, plans (the "Plans") describing in reasonable detail all utility systems, all storm water management systems, all parking and access controls and all other improvements necessary to provide adequate services to the Project (hereinafter called the "IMPROVEMENTS"). The plans shall include all information required by Subsection 14-103.3, (SITE DEVELOPMENT PLANS) of the Zoning Ordinance and any other details as requested by the CITY. In any instance where building construction is not proposed for a site but grading or filling activity is proposed that is sufficient to trigger the requirement for a grading plan such plan shall be prepared, submitted and approved in accordance with Subsection 14-103.4, (Grading Plans) of the Zoning Ordinance.

B. Preparation of Plans

The Plans shall be prepared by individuals licensed by the State of Tennessee to design all systems and shall bear the seal, signature and license number of those persons preparing such Plans.

C. Design Criteria

The design of water and sewer improvements shall follow the State of Tennessee design criteria. Storm water management and access controls shall be designed according to applicable municipal specifications and ordinances and sound engineering judgment. In all cases, the specifications and design details for the Improvements shall be those of the CITY and those as approved by the State of Tennessee Department of Environment and Conservation. In the event of a disagreement as to compliance with or interpretation of the Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER.

IV. COMMENCEMENT OF CONSTRUCTION

No site grading or construction of improvements shall begin until the following events have occurred:

- A. The Plans are approved by the CITY, and all necessary facets of platting and construction plan approval, through the Planning Commission, have been completed.

- B. If required, the review fee described in Paragraph I hereof, has been paid in full.
- C. The CITY shall have received an appropriately executed Site Development Agreement.
- D. The pre-construction conference described in the attached amendment to the Fairview Zoning Ordinance Article XIV, Subsection 14-102.1, hereof, has been held.
- E. A reclamation bond in the appropriate amount has been posted.
- F. The DEVELOPER shall give the CITY notice of commencement of construction, in writing at least five (5) days prior to commencement.

V. CONSTRUCTION

A. General

The DEVELOPER agrees to construct and install all site features of the development site including utilities, parking areas, travel ways, and access control features, elements of storm water drainage systems, landscaping features and other site features in strict accordance with the approved construction plans.

B. Utilities

As a part of constructing the Improvements, the DEVELOPER shall install, in accordance with the Plans and CITY specifications, all fire lines, sewer service, and all facilities, equipment and accessories relating, thereto, necessary to provide utility service to the Project. The DEVELOPER agrees to pay the cost of all engineering, inspection and laboratory testing costs incidental to the sewer service in or to the development site. The DEVELOPER shall be responsible for the cost of any and all relocation, adjustment, modification, installation, and/or removal of utilities, both on and off site, brought about as a result of the development of the project.

C. Site Grading

1. The DEVELOPER, hereby, agrees to construct all site grading as shown on the Development plans to comply with the approved drawings, including the approved Erosion Control Plan and to comply with all rules, regulations and ordinances of the CITY.
2. The DEVELOPER further agrees to complete the work in compliance with an approved Geotechnical report for the Development. Said Geotechnical report shall be submitted to the CITY for review and approval and shall become a part of the construction documents for the Development. The approved Geotechnical report shall include the following:

- a. Specifications for the preparation of the site prior to placing of compacted fill material.
 - b. Specifications for material to be used as compacted fill.
 - c. Test methods to be used to determine the maximum dry density and optimum moisture content of the material to be utilized as compacted fill.
 - d. Maximum allowable thickness of each lift of compacted fill material.
 - e. Field test method for determining the in-place dry density of the bearing capacity of the compacted fill.
 - f. Minimum acceptable in-place dry density expressed as a percentage of the maximum dry density determined in accordance with item "c."
 - g. Number and frequency of field tests required to determine compliance with Item "d."
 - h. Recommended paving design.
 - i. Recommended maximum safety slopes for fills and embankments.
 - j. Any special construction required to protect the public health and safety.
3. The DEVELOPER, hereby, agrees to retain the services of a geotechnical engineering firm to monitor site work as required to assure compliance with the geotechnical report.
 4. The DEVELOPER, hereby, agrees that the Geotechnical report shall be submitted to the CITY prior to the DEVELOPER receiving any permit for construction of footings on compacted fill material.
 5. At the completion of construction, the Geotechnical engineer shall certify in writing that the work was witnessed by the Geotechnical engineer and performed in accordance with the Geotechnical report.

D. Storm Water Management

1. Erosion Control During Construction

To properly manage storm water runoff during the construction process the DEVELOPER shall provide necessary erosion control in accordance with the storm water management plan for the development as approved by the CITY in conformance with the published design standards and

specifications of the CITY. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be protected as required by the CITY to prevent erosion. In the event the CITY determines that necessary erosion control is not being provided by the DEVELOPER, the proper governing authority shall officially notify the DEVELOPER of the problem. If the DEVELOPER has not begun to provide satisfactory erosion control within fifteen (15) days after the notice then the proper governing authority shall make the necessary improvements to eliminate the erosion problems, documenting all expenses incurred performing the work.

2. Design to Manage Flow

Any and all water courses lying partially or wholly within the bounds of this development shall be constructed to adequate cross section to provide design flow without threat of erosion or flooding of any property within this development, or of any adjoining property.

3. Design of Flow Management Structures

All storm water management structures necessitated by the plans for this development that affect any water course lying partially or wholly within this development are to be provided by the DEVELOPER.

4. Detention and Retention Facilities

All detention and retention facilities situated upon a development site shall be designed, constructed, and maintained in strict conformance with approved development plans. Once installed, no detention or retention element may be altered so as to reduce the storage capacity of such facility. All detention and retention facilities shall be maintained so as to ensure proper operation and safety.

5. Responsibility and Liability

It is understood and agreed that the CITY in its proprietary function is not and could not be expected to oversee, supervise, and/or direct the construction of all improvements, and the excavation incident thereto. Neither is the CITY vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process. The CITY is vested with the right of periodic inspections, stop work order, and final approval as a measure of secondary or subsequent enforcement. The DEVELOPER has and shall retain the responsibility to properly anticipate, survey, design and construct the development and give full assurance that same shall not adversely affect any property. In providing technical assistance, plan and design review, the CITY does not and shall not relieve or accept any liability from the DEVELOPER.

E. Paving and Access Control Design

1. General

The DEVELOPER, hereby, agrees to design and construct all parking areas and traffic circulation facilities to meet the design standards set out in the Zoning Ordinance. (See Section 9-104, Off Street Parking Lot Design Standards.) Points of access shall be installed as shown on the approved development plan and no further alteration or modification shall be permitted unless an amended site plan is approved.

2. Paving

Vehicular parking and maneuvering areas shall be paved in accordance with approved development plans. The types of material, cross sectional area and other characteristics of paving design shall be as approved in the development plans.

3. Handicapped Access

All sites and structures shall be designed and constructed so as to comply fully with all applicable provisions of The American Disabilities Act. The number and design of handicapped parking spaces shall be in accordance with Subsection 9-104.4, (Handicapped Parking) of the Zoning Ordinance.

VI. MODIFICATIONS DURING CONSTRUCTION

It is understood and agreed that all site construction and development activity shall proceed in strict compliance with the approved site plan. It is further understood that minor modifications in the terms and conditions of the approved site plan may be made from time to time as provided in Subsection 14-103.6, (Construction to Be in Accordance with Approved Plans) of the Zoning Ordinance. It is further understood that any proposed modification that is not permitted under these provisions may be approved only as an amendment to the development plan. Finally, it is understood that any modification in site construction or development activity which exceeds the limits for minor modifications permitted in Subsection 14-103.6, shall, unless approved as an amendment to the site plan, constitute a violation of this agreement and the Zoning Ordinance of the City and is punishable as provided in Article XIV, Subsection 14-108.3.

VII. INSPECTION AND COMPLIANCE

It is understood and agreed that the DEVELOPER on at least three (3) occasions during the time construction or development activity is taking place upon any site, shall be required to certify the correspondence between actual conditions existing upon such site and the depiction of those conditions upon approved development plans. Failure to present these certifications in a timely manner will result in issuance of a "stop work" order by the City. These certifications shall be performed and signed by a licensed surveyor employed by the DEVELOPER and shall be as follows:

- A. The first certification shall be presented when the building foundation is substantially complete. The surveyor shall certify the building location and the first floor elevation of the foundation.
- B. The second certification shall be presented when the site has been rough graded to the point where the drainage system has been installed and parking areas generally established. This certification shall indicate actual location and elevations upon the site

of all buildings, parking areas and drainage facilities (specifically including the location and elevation of inlet and outlet structures). The extent of correspondence between actual conditions found upon the development site and those depicted on the approved site plan shall be indicated.

- C. The final certification shall be presented when construction upon the site is substantially complete and the building is ready for occupancy. This certification shall indicate actual conditions upon the development site. To be included are all aspects of the development project, to include, but not be limited to:
- Location and dimensions of all buildings, parking areas, points of access to public streets and other site features.
 - Location and sizes of all utilities and storm drainage facilities as established on the site.
 - Location and material (to include plant names and size were specified) of all landscaping and site plantings.

VIII. EASEMENTS

Any development plan submitted which requires dedication of right-of-way or recording of any easements shall either be accompanied by a final plat of the property shown on said plan, or shall be accompanied by a legal instrument which is sufficient in form to record in the Register of Deeds Office. This document must be recorded in the Register of Deeds Office prior to issuance of a Certificate of Use and Occupancy.

IX. VIOLATIONS and REMIDIES

It is understood that this Development Agreement is adopted pursuant to authority granted to the City by Title 13, Sections 13-7-201 – 13-7-211, Tennessee Code, to develop and administer zoning laws and that any violation of such agreement shall constitute a violation of the Zoning Ordinance of the City. It is further understood that a violation of this Development Agreement is punishable as provided in Article XIV, Subsection 14-108.3, (Penalties for Violation) of said Zoning Ordinance.

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

X. BINDING EFFECT

The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, as appropriate.

ADDENDUM

Guaranty Agreement

SECTION 1

FOR VALUE RECEIVED, and in consideration of the commitments incurred or to be incurred in the **SITE DEVELOPMENT** Agreement or other commitments from time to time afforded or to be afforded to **AIGNEP USA**, hereinafter called the "Developer") by or its successors, endorsees, transferees and assigns (all of which are hereinafter called "Developer"), the undersigned, hereby guarantees the full and prompt payment to the City of Fairview, Tennessee, hereinafter called City, at all times hereafter of any and all indebtedness, obligations and liabilities of every kind and nature now or hereafter owing pursuant to the **SITE DEVELOPMENT** Agreement.

("SITE DEVELOPMENT, Agreement") of even date herewith, executed by the Developer (all of which are herein collectively referred to as the "Development Agreement").

This guaranty shall be continuing, absolute and unconditional, and shall apply to and cover all renewals, extensions, and modifications of the Development Agreement.

In event of the dissolution, liquidation, insolvency (however evidenced) of, or institution of bankruptcy or receivership proceedings by or against, Developer, or any guarantor or surety of Developer for all or any part of the commitments provided in the Development Agreement, all of the Indebtedness resulting from the **SITE DEVELOPMENT** Agreement to the City then existing shall, for the purposes of this guaranty and at the option of City, immediately become due and payable from the undersigned; and, in such event, any and all sums or payments of any nature which may be or become due and payable by the Developer to the City are hereby assigned to the City, and shall be collectible by the City, without necessity for other authority than this instrument, until all such Indebtedness of the Development to the City shall be fully paid and discharged, but such collection by City shall not in any respect affect, impair or diminish any other rights of City hereunder.

City may, without any notice whatsoever to anyone, sell, assign or transfer all or any part of said Indebtedness, and in that event each and every immediate and successive assignee, transferee or holder of all or any part of said Indebtedness shall have the right to enforce this guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as though such assignee, transferee or holder were herein by name given such rights, powers and benefits.

In the event City is required at any time to refund or repay to any person for any reason any sums collected by it on account of the obligations subject to this guaranty, the undersigned agrees all such sums shall be subject to the terms of this guaranty, and City shall be entitled to recover such sums from the undersigned notwithstanding the fact that this guaranty may have previously been returned to the undersigned or that undersigned may have previously been discharged from further liability under this guaranty.

No act or omission of any kind, or at any time, on the part of City in respect to any matter whatsoever shall in any way affect or impair this guaranty. This guaranty is in addition to, and not in substitution for or discharge of, any other guaranty held by City.

This guaranty and every part thereof shall be binding upon the undersigned, [jointly and severally,] and upon his [her] [its] [their] respective heirs, legal representatives, [successors) and assigns, as fully as though everywhere specifically mentioned, and shall be construed according to the laws of the State of Tennessee. Where the circumstances require, the singular shall refer to the plural, the plural to the singular, and the use of any gender shall be applicable to all genders. This guaranty is severable such that the invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remaining provisions.

SECTION 2.

Guaranty Unconditional. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(a) any extension, renewal, settlement, indulgence, compromise, waiver or release of or with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any Other Guarantor, whether (in any such case) by operation of law or otherwise, or any failure or omission to enforce any right, power or remedy with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any Other Guarantor;

(b) any modification or amendment of or supplement to any promissory note, loan agreement, contract, or other agreement, including, without limitation, any such amendment which may increase the amount of the Guaranteed Obligations guaranteed hereby;

(c) any release, surrender, compromise, settlement, waiver, subordination or modification, with or without consideration, of any Collateral or any part thereof, any other guaranties with respect to the Guaranteed Obligations or any part thereof, or any other obligation of any person or entity with respect to the Guaranteed Obligations or any part thereof, or any nonperfection or invalidity of any direct or indirect Collateral for the Guaranteed Obligations;

(d) any change in the corporate, [partnership or other existence,] structure or ownership of the Borrower or any Other Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Guarantor, or any of their respective assets or any resulting release or discharge of any obligation of the Guarantor;

(e) the existence of any claim, setoff or other rights which the Guarantor may have at any time against the City, any Other Guarantor, or any other Person, whether in connection herewith or in connection with any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(f) the enforceability or validity of the Guaranteed Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with respect to any Collateral or any part thereof, or any other invalidity or unenforceability relating to or against the City or any Other Guarantor, for any reason related to any provision of applicable law or regulation purporting to prohibit the payment by the Guarantor;

(g) the failure of any Guarantor to take any steps to perfect and maintain any liens or security interest in, or to preserve any rights to, any Collateral, if any;

(h) the election by, or on behalf of, any Guarantor, in any proceeding instituted under Chapter 11 of Title 11 of the United States Code Annotated ([11 U.S.C.A. §§ 101](#) et seq.) (The Bankruptcy Code), of the application of [§ 1111\(b\)\(2\) of the Bankruptcy Code](#);

(i) any borrowing or grant of a security interest by the Guarantor, as debtor-in-possession, under [§ 364 of the Bankruptcy Code](#);

(j) the disallowance, under [§ 502 of the Bankruptcy Code](#), of all or any portion of the claims of any Guarantor for repayment of all or any part of the Guaranteed Obligations;

(K) The failure of any Other Guarantor to sign or become party to this Guaranty or any amendment, change, or reaffirmation hereof; or

(l) any other act or omission to act or delay of any kind by the Guarantor, any Other Guarantor, any Lender or any other Person or any other circumstance whatsoever which might constitute a legal or equitable discharge of any Guarantor's obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first given.

OWNER/ Guarantor

DEVELOPER/ Guarantor

TITLE

TITLE

ATTEST:

ATTEST:

TITLE

TITLE

CITY OF FAIRVIEW
(COUNTY OF WILLIAMSON), TENNESSEE

BY: _____
MAYOR

DATE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DATE

RESOLUTION 45-24

**A RESOLUTION OF THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS TO
ADOPT THE PROPOSED PLANNING COMMISSION CALENDAR FOR FEBRUARY
2025 – FEBRUARY 2026**

WHEREAS, the City of Fairview Municipal Planning Commission meets the second Tuesday of each month; and

WHEREAS, the City of Fairview Municipal Planning Commission discussed and approved the proposed Planning Commission Calendar for February 2025 – February 2026 at their October 15, 2024, meeting.

NOW, THEREFORE, BE IT RESOLVED the Mayor and Board of Commissioners, of the City of Fairview, Tennessee, do hereby adopt the proposed Planning Commission Calendar, attached hereto as Exhibit A.

Passed and adopted this 7th day of November, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

EXHIBIT PC-35-24-A

PC Meeting Month/ Year	Initial Project Submittal Deadline	Staff Meeting with Applicant	1st Staff Comments	Final Project Submittal	Determination of Submittal Completion	PC Packets	Work Session Dates 6pm	Planning Commission Meeting
February 2025	12/20/2024	1/3/2025	1/10/2025	1/24/2025	1/31/2025	2/4/2025	2/11/2025	2/11/2025
March 2025	1/24/2025	1/31/2025	2/14/2025	2/28/2025	3/7/2025	3/11/2025	3/18/2025	3/18/2025
April 2025	2/14/2025	2/21/2025	3/7/2025	3/21/2025	3/28/2025	4/1/2025	4/8/2025	4/8/2025
May 2025	3/21/2025	3/28/2025	4/11/2025	4/25/2025	5/2/2025	5/6/2025	5/13/2025	5/13/2025
June 2025	4/18/2025	4/25/2025	5/9/2025	5/23/2025	5/30/2025	6/3/2025	6/10/2025	6/10/2025
July 2025	5/16/2025	5/23/2025	6/6/2025	6/20/2025	6/27/2025	7/1/2025	7/8/2025	7/8/2025
August 2025	6/20/2025	6/27/2025	7/11/2025	7/25/2025	8/1/2025	8/5/2025	8/12/2025	8/12/2025
September 2025	7/18/2025	7/25/2025	8/8/2025	8/22/2025	8/29/2025	9/2/2025	9/9/2025	9/9/2025
October 2025	8/22/2025	8/29/2025	9/12/2025	9/26/2025	10/3/2025	10/7/2025	10/14/2025	10/14/2025
November 2025	9/26/2025	10/3/2025	10/17/2025	10/31/2025	11/7/2025	11/11/2025	11/18/2025	11/18/2025
December 2025	10/17/2025	10/24/2025	11/7/2025	11/21/2025	11/28/2025	12/2/2025	12/9/2025	12/9/2025
January 2026	11/21/2025	12/12/2025	12/12/2025	12/26/2025	1/2/2026	1/6/2026	1/13/2026	1/13/2026
February 2026	12/19/2025	1/9/2026	1/9/2026	1/23/2026	1/30/2026	2/3/2026	2/10/2026	2/10/2026

RESOLUTION 46-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, APPROVING AN AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR THE CITY MANAGER AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY

WHEREAS, the City of Fairview Charter requires that the city employ a City Manager, and

WHEREAS, Tom Daugherty has been employed by the City of Fairview since November 23, 2013, and

WHEREAS, the Board of Commissioners of the City of Fairview voted to appoint Tom Daugherty as City Manager on January 5, 2023, and

WHEREAS, the City of Fairview and Tom Daugherty wish to continue this employment by contract, and

WHEREAS, the proposed contract amendment (attached) will continue this employment until November 7, 2029, and effectively constitutes a five-year employment contract, and

WHEREAS, all terms of the contract are included within the contract itself.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AS FOLLOWS:

The City of Fairview, Tennessee, Board of Commissioners hereby approves the attached employment contract amendment between Tom Daugherty and the City of Fairview, described to expire on November 7, 2029, and authorizes the mayor to execute the contract amendment on behalf of the City of Fairview, and further resolves that this contract amendment shall supersede any previously agreed upon and approved contracts between Mr. Daugherty and the City of Fairview.

Passed and adopted this 7th day of November, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
OF CITY OF FAIRVIEW, TENNESSEE, CITY MANAGER**

This First Amendment to Employment Agreement is made as of November 7, 2024, by and between the City of Fairview, State of Tennessee, a municipal corporation, hereinafter referred to as “Employer” and Tom Daugherty, hereinafter referred to as “Employee” (collectively as “Parties”).

WHEREAS, the Employee’s Employment Agreement (“Agreement”) with Employer was first entered into by Employee and Employer on January 5, 2023; and

WHEREAS, the Parties desire to amend and extend the Employer’s Agreement with Employee; and

WHEREAS, unless otherwise specifically amended herein, the terms of the Agreement shall remain in full force and effect; and

WHEREAS, the effective date for this Amendment shall be November 7, 2024.

NOW, THEREFORE, for and in consideration of mutual promises, the sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

- a. The term of the Agreement is extended through the close of business on November 7, 2029. See Section 2. Term.
- b. The lump sum severance payment shall be equal to eighteen (18) months. See Section 2(B).
- c. If the Employee voluntarily resigns his employment, the Employee shall not be entitled to any severance compensation or post-employment benefits, except for the payment of any and all compensable accrued leave time balance(s) owed or due to the Employee, subject to notice requirement as stated in this Section as well as otherwise provided by law or a City-sponsored benefit plan. See Section 2(c).
- d. Employer agrees to pay Employee for services rendered pursuant hereto an annual base salary of \$158,857.96; . . . In addition, Employer agrees to increase said base salary and/or other benefits of Employee to reflect any increase in the cost of living as measured by the annual Cost of Living Adjustment as set by the Fairview Board of Commissioners, or two (2) percent, whichever is greater. See Section 3.
- e. Paragraph 2 of Section 7 is deleted. See Section 7.

Except as amended herein, the terms of the Agreement shall remain in full force and effect.

This Amendment is entered into by the Parties as of the date set forth below.

Legal Form Approved:

TOM DAUGHERTY

BOARD OF COMMISSIONERS

By: _____
Patrick M. Carter, City Attorney

By: _____
LISA ANDERSON, Mayor

RESOLUTION 47-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, CONFIRMING THE APPOINTMENT OF ONE (1) CITIZEN TO THE PARKS AND LANDSCAPE BOARD

WHEREAS, the City of Fairview Board of Commissioners is authorized by the City Charter to create Boards, Commissions, and Authorities as the Mayor and Board of Commissioners deem necessary; and

WHEREAS, the Parks and Landscape Board was created by Ordinance 2024-07 as a volunteer advisory board ; and

WHEREAS, the City of Fairview Parks and Landscape Board consists of nine (9) members, including one (1) member of the chief legislative board.

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby confirm the appoint of the following member to the Parks and Landscape Board with the associated term of service:

	Term Expiring 6/30/2027
--	-------------------------

Passed and adopted this the 7th day of November, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

CITY OF FAIRVIEW PARKS AND LANDSCAPE BOARD APPLICATION

- The Parks and Landscape Board for the City of Fairview consists of nine (9) members.
- All members of the Parks and Landscape Board serve without compensation.
- The members are selected by the Board of Commissioners and shall serve a three (3) year term.
- The Parks and Landscape Board meets the first Monday of each month at 7:00 p.m. at Historical Village.
- Please attach proof of city residency and voter registration.

Community involvement or any information you would like to share with the Board:

I am new to the community and would like to
get involved. Preservation of greenspace is important
as a community continues to grow.

Name: DALE LIEDL

Address: [REDACTED]

Telephone: [REDACTED]

E-mail: [REDACTED]

Cell: [REDACTED]

Signature: Dale Liedl

Date/Time: 23 OCT 2024 /1400

All applications must include proof of residency and voter registration. All applications must be signed and dated. Any application received that does not have the required documentation will not be considered for appointment to any board or commission. Applications will be kept on file for a period of one year.

CITY OF FAIRVIEW PARKS AND LANDSCAPE BOARD APPLICATION

- The Parks and Landscape Board for the City of Fairview consists of nine (9) members.
- All members of the Parks and Landscape Board serve without compensation.
- The members are selected by the Board of Commissioners and shall serve a three (3) year term.
- The Parks and Landscape Board meets the first Monday of each month at 7:00 p.m. at Historical Village.
- Please attach proof of city residency and voter registration.

Community involvement or any information you would like to share with the Board:

- 12 Years of Employment with Metro Parks (Nashville)
- 15 Years of Private Employment in the Landscape Industry
- 2 Years serving on the Fairview Rec Association with 1 more year on my Term.
- 9 years of Residency in the City of Fairview.

I believe with my knowledge and Experience
Working in the Private Industry and for the
City of Nashville that I could bring New and Fresh
Ideas to this Parks and Landscape Board.
I also think by serving on this Board we all together
can make Fairview Amazing and a Better City.

Name: Doug Campbell

Address: [REDACTED] Telephone: [REDACTED]

E-mail: [REDACTED] Cell: _____

Signature: Doug Campbell Date/Time: 10-29-24

All applications must include proof of residency and voter registration. All applications must be signed and dated. Any application received that does not have the required documentation will not be considered for appointment to any board or commission. Applications will be kept on file for a period of one year.

RESOLUTION 48-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE NORTHWEST HIGHWAY DEVELOPMENT AGREEMENT

WHEREAS, the Board of Commissioners may grant authorization for the mayor to execute contracts and agreements on behalf of the City; and

WHEREAS, the form of the Northwest Highway Development Agreement is attached as EXHIBIT A.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Northwest Highway Development Agreement.

Passed and adopted this the 7th day of November, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

NORTHWEST HIGHWAY DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the ____ day of May 2024, by and between D.R. HORTON, INC., a Delaware limited liability company ("the Developer"), and the CITY OF FAIRVIEW, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee ("the City").

WITNESSETH:

WHEREAS, on December 12, 2023, the City Planning Commission approved Resolution PC-40-23, a Development Plan proposed by the Developer for that certain real property in the City of Fairview, Williamson County, Tennessee (the "Property"); and

WHEREAS, the Property has attained certain development entitlements from the City for the development of the Property for up to 484 homes, infrastructure, open space, and amenities on 251.16 acres as depicted on Exhibit A attached hereto (the "Bellehaven Development"); and

WHEREAS, the Developer is obligated pursuant to that certain Traffic Impact Study dated October 31, 2023, to provide for the construction of certain off-site public roadway improvements at the intersection of State Route 96 at New Hope Pass/Bellehaven Development access as depicted on Exhibit B attached hereto (the "Developer Roadway Improvements"); and

WHEREAS, the Developer has agreed to voluntarily contribute financial assistance toward the City's plan to widen, upgrade and improve additional segments of Northwest Highway as depicted on Exhibit C attached hereto (the "City Northwest Highway Project") that are not directly attributed to the Bellehaven Development's impact; and

WHEREAS, the City Northwest Highway Project includes, but may not be limited to, a new traffic signal at the intersection of State Route 96 at Northwest Highway/Jingo Road and related improvements for Northwest Highway from SR-96 to approximately 875 feet to the south, as referenced in City Resolution 28-23 dated on May 4, 2023; and

WHEREAS, the Developer's contribution toward the City Northwest Highway Project will satisfy the two conditions added by the City Planning Commission to its approval of the Bellehaven Development as reflected on pages 13 and 14 of the December 12, 2023, meeting minutes.

NOW, THEREFORE, in consideration of the mutual covenants and assurances set forth herein, the Developer and the City do hereby agree as follows:

1. Developer Responsibilities

Upon taking title to the Property, the Developer agrees to make a financial contribution in the amount of not more than Two Million Five Hundred Thousand Dollars

(\$2,500,00.00) toward the City Northwest Highway Project (the “Developer’s Contribution”), provided:

- A. The Developer’s Contribution shall be paid to the City within thirty (30) days of Developer’s receipt of the City’s award of the construction contract to a roadway contractor and a notice to commence roadway construction (“Notice to Proceed”) for the City Northwest Highway Project.
- B. If a Notice to Proceed is not issued by the City prior to the City Planning Commission approval of Developer’s Final Plat for Phase One of Bellehaven, then Developer shall have the right to post a distinct surety bond for the Developer’s Contribution in the form of a letter of credit in favor of the City for a maximum duration of five (5) years or until the City’s issuance of the Notice to Proceed, whichever occurs first. After the City’s issuance of the Notice to Proceed, but within five (5) years, the Planning Commission shall release the surety bond and the Developer shall make full payment of the Developers Contribution to the City.

2. City Responsibilities

The City agrees to take all necessary action pursuant to Resolution 28-23, including any necessary amendment thereto or new resolution or ordinance, to timely fund, construct, and diligently complete the City Northwest Highway Project. The City shall appropriate the entirety of the Developer’s Contribution to the City Northwest Highway Project to offset the cost of the City Northwest Highway Project that are beyond the scope and responsibility of the Developer’s Roadway Improvements for Bellehaven.

- A. The City shall substantially complete the City Northwest Highway Project for public use on or before the five (5) year anniversary of the date of this agreement.
- B. The Developer’s Contribution shall not be used by the City for any other public or non-profit purpose.
- C. The City shall review and approve all completed applications, issue permits, inspect and perform all actions in the normal course of its operations and procedures to enable the Developer to proceed with the Bellehaven Development. The progress status of the City Northwest Highway Project shall not be cause for the City to delay its performance of subdivision plat and permit approvals or any other role and responsibility relative to the Bellehaven Development.

3. Default and Remedies

- A. Failure of the City to comply with and timely complete its obligations and responsibilities herein shall constitute an “Event of Default.” The City shall have a maximum period of sixty (60) days to cure any Event of Default. If the City fails to cure, then Developer’s remedy for an Event of Default shall be the termination of this agreement and the City shall release to the Developer the full amount of Developer’s

Contribution or its surety bond, whichever the case may be as provided herein.

- B. Failure of the Developer to comply with and timely complete its obligations and responsibilities herein shall constitute an “Event of Default.” If default shall continue for (i) a period of thirty (30) days after the earlier of the date of Developer's discovery thereof or the date that written notice thereof is given by the City to the Developer, or (ii) if the default cannot reasonably be cured within thirty (30) days, such longer period as may be reasonably necessary to cure such default provided that Developer has commenced efforts to cure such default within said period of thirty (30) days, and is thereafter actively, diligently, and in good faith proceeding with continuity to remedy such default. During the existence of an Event of Default, the City shall have the right to enforce this Agreement in a court of law.
- C. The parties acknowledge and agree that the Developer’s Contribution is strictly conditioned upon the City’s issuance of the Notice to Proceed with the City Northwest Highway Project within five (5) years of the date of this agreement.

4. Further Assurances

The Parties hereby agree to act in good faith on a continuing basis to execute, deliver and otherwise exchange all necessary documents, any additional instruments of assurances, and to take such further actions as may be reasonably necessary from time to time in order to effectuate the performances rationally related and contemplated by this Agreement.

5. Non – Waiver

None of the terms, covenants or conditions of this Agreement shall be deemed waived by any act of either Party unless same is specified in writing executed by all Parties hereto.

6. Liability

The City shall have no liability except as specifically provided in this Agreement.

7. Governing Law

This Agreement shall be construed under and enforced pursuant to the laws of the State of Tennessee.

8. Venue and Jurisdiction

Exclusive venue and jurisdiction for any litigation brought pursuant to or with regard to this Agreement shall be in the Circuit Court for Williamson County, Tennessee.

9. Amendment

This Agreement shall be amended only in writing executed by all Parties hereto.

10. Assignment

This Agreement shall not be assigned by the Developer to a third party without prior written consent of the City, which shall not be unreasonably withheld. Notwithstanding the foregoing, the following shall be permitted without the prior approval of the City: (a) transfers of direct or indirect ownership interests in the Developer; and (b) transfers of all or any part of Developer's rights under this Agreement, including its right to receive any Credits due hereunder, to (i) any affiliate of Developer, or (ii) any lender or other party that provides acquisition, construction, working capital, or other financing to the Developer in connection with the Developer's Contribution for the City's construction of the City Northwest Highway Project.

11. Time is of the Essence

All Parties hereto acknowledge that time is of the essence, and each will commit to the performance and completion of their responsibilities herein on an expedited basis.

12. Binding Effect

This Agreement shall be binding upon each of the parties hereto, their successors, heirs and assigns and that there are no understandings or agreements between them except as contained in this Agreement.

13. Notices and Communications

All notices hereunder shall be deemed officially provided when delivered by hand delivery or mailed by first class, postage prepaid, registered or certified mail or overnight couriers service such as Federal Express or UPS to the addresses below. Email communications shall be a courtesy only. Either party may change its address for notification by delivering notice thereof in accordance with this Paragraph.

The City:

City of Fairview, TN
ATTN: Tom Daugherty, City Manager
7100 City Center Circle
P.O. Box 69
Fairview, TN 37062
tdaugherty@Fairview-TN.org

with copy to:

Patrick Carter, Esq.
Fairview City Attorney
809 South Main Street
Columbia, TN 38401
pcarter@Mtlawgroup.net

The Developer:

D. R. Horton, LLC
ATTN: Matt Dowdle, P.E., Director of Land
819 Seven Oaks Boulevard
Smyrna, TN 37167
msdowdle@drhorton.com

with copy to:

Tune, Entrekin and White, PC
ATTN: Shawn R. Henry, Esq.
500 11th Ave. N. Suite 600
Nashville, TN 37203
shenry@teqlawfirm.com

14. Execution

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

Approved by the City of Fairview Board of Commission on May___, 2024.

SO AGREED by the undersigned Parties as of the date first given above.

D.R. HORTON, INC.

CITY OF FAIRVIEW, TN

**Danny Clawson, President
Nashville Division**

Lisa Anderson, Mayor

EXHIBIT A
THE PROPERTY – BELLEHAVEN DEVELOPMENT PLAN
[see attached]

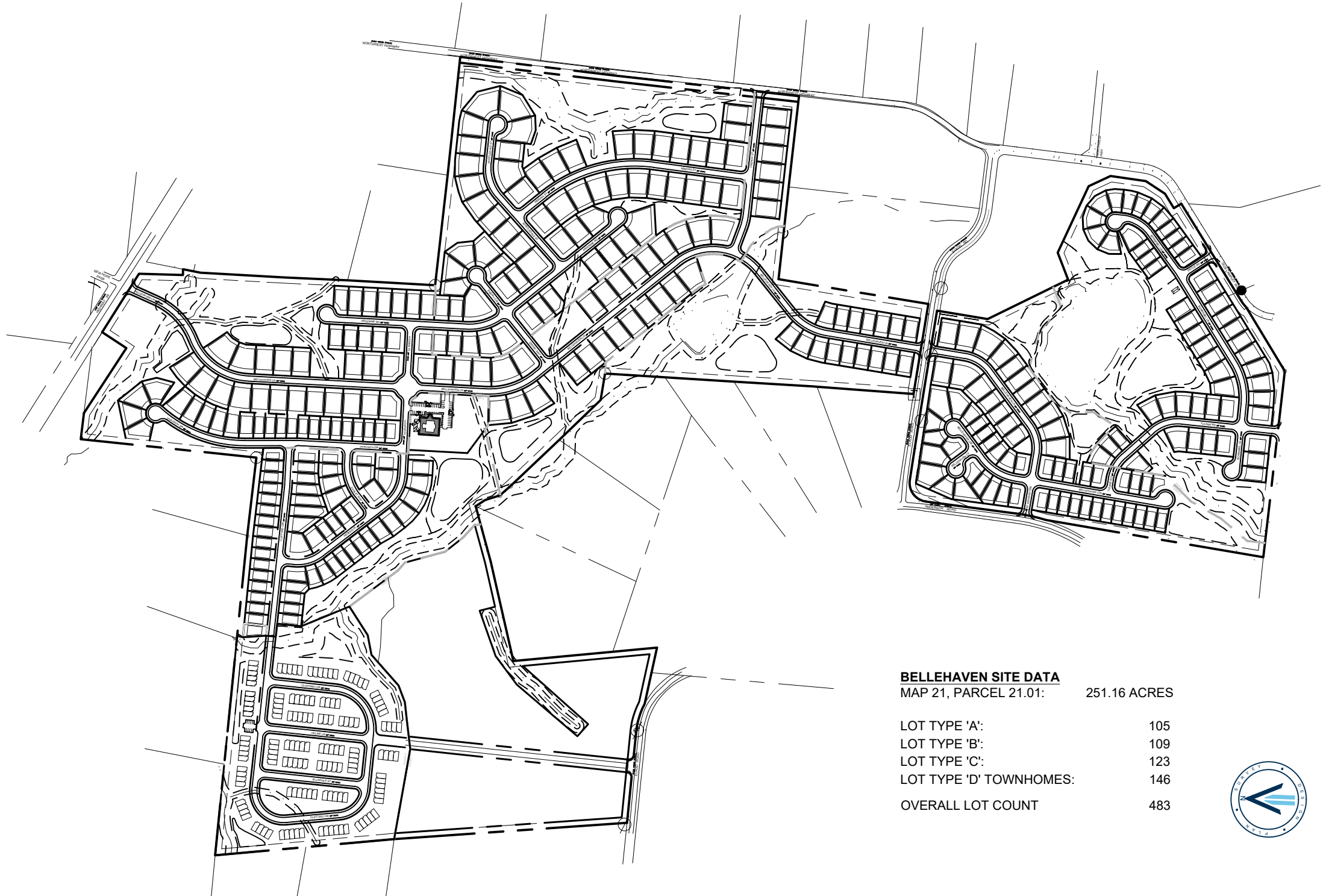
EXHIBIT B
DEVELOPER ROADWAY IMPROVEMENTS
[see attached]

EXHIBIT C
CITY NORTHWEST HIGHWAY PROJECT
[see attached]



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BELLEHAVEN

FOR

D.R. HORTON

CITY OF FAIRVIEW, TENNESSEE

BELLEHAVEN SITE DATA

MAP 21, PARCEL 21.01: 251.16 ACRES

LOT TYPE 'A':	105
LOT TYPE 'B':	109
LOT TYPE 'C':	123
LOT TYPE 'D' TOWNHOMES:	146
OVERALL LOT COUNT	483



Scale: 1" = 600'

Date: 2024.04.29

Approved By: MHH

Revisions:

-	-
-	-
-	-
-	-
-	-

Drawing Title:
EXHIBIT A

Drawing No.
1 OF 3

Project No.
14026-1909

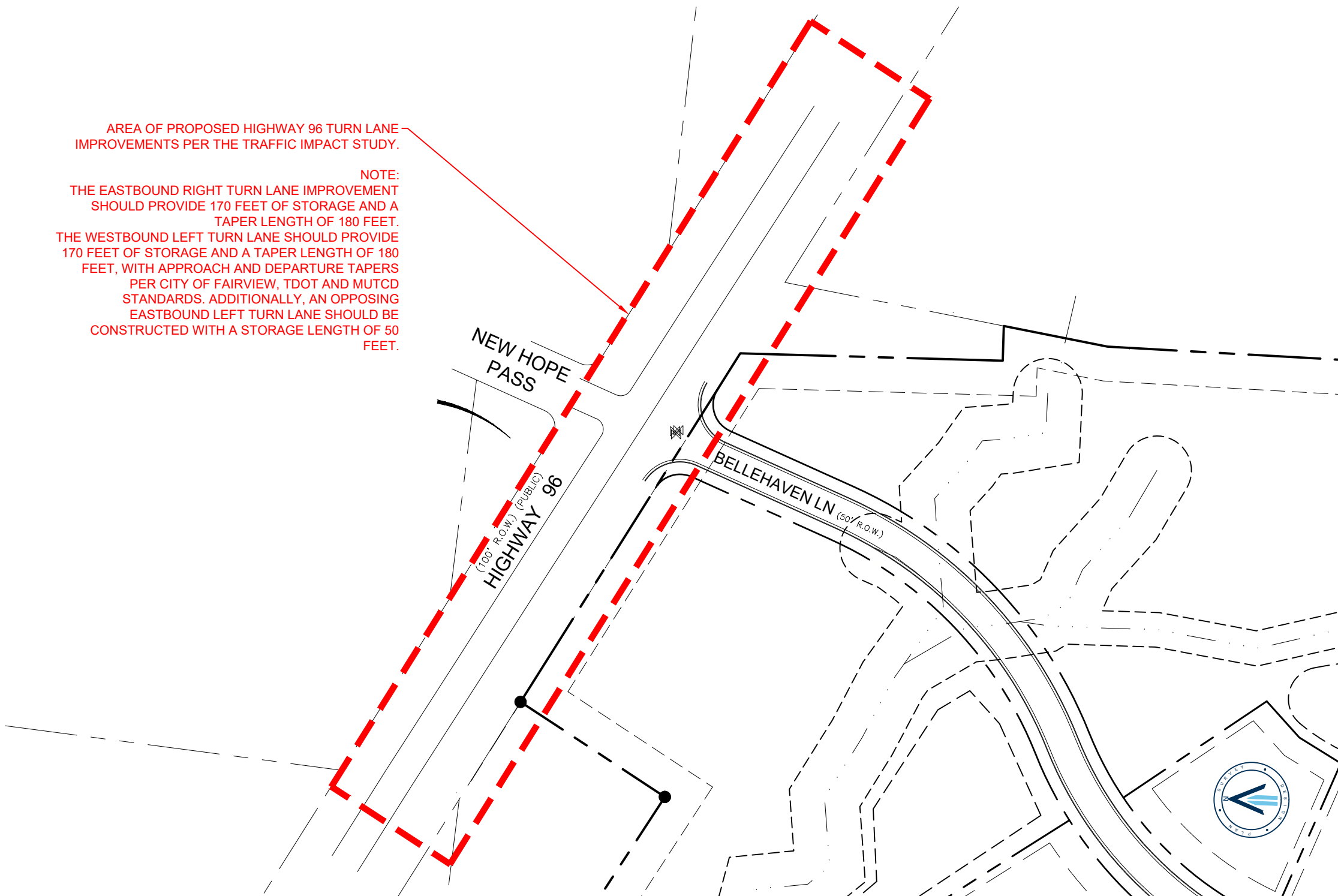


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AREA OF PROPOSED HIGHWAY 96 TURN LANE IMPROVEMENTS PER THE TRAFFIC IMPACT STUDY.

NOTE:
THE EASTBOUND RIGHT TURN LANE IMPROVEMENT SHOULD PROVIDE 170 FEET OF STORAGE AND A TAPER LENGTH OF 180 FEET.
THE WESTBOUND LEFT TURN LANE SHOULD PROVIDE 170 FEET OF STORAGE AND A TAPER LENGTH OF 180 FEET, WITH APPROACH AND DEPARTURE TAPERS PER CITY OF FAIRVIEW, TDOT AND MUTCD STANDARDS. ADDITIONALLY, AN OPPOSING EASTBOUND LEFT TURN LANE SHOULD BE CONSTRUCTED WITH A STORAGE LENGTH OF 50 FEET.



BELLEHAVEN
FOR
D.R. HORTON
CITY OF FAIRVIEW, TENNESSEE

Scale: 1" = 200'

Date: 2024.04.29

Approved By: MHH

Revisions:

Drawing Title:
EXHIBIT B

Drawing No.
2 OF 3

Project No.
14026-1909



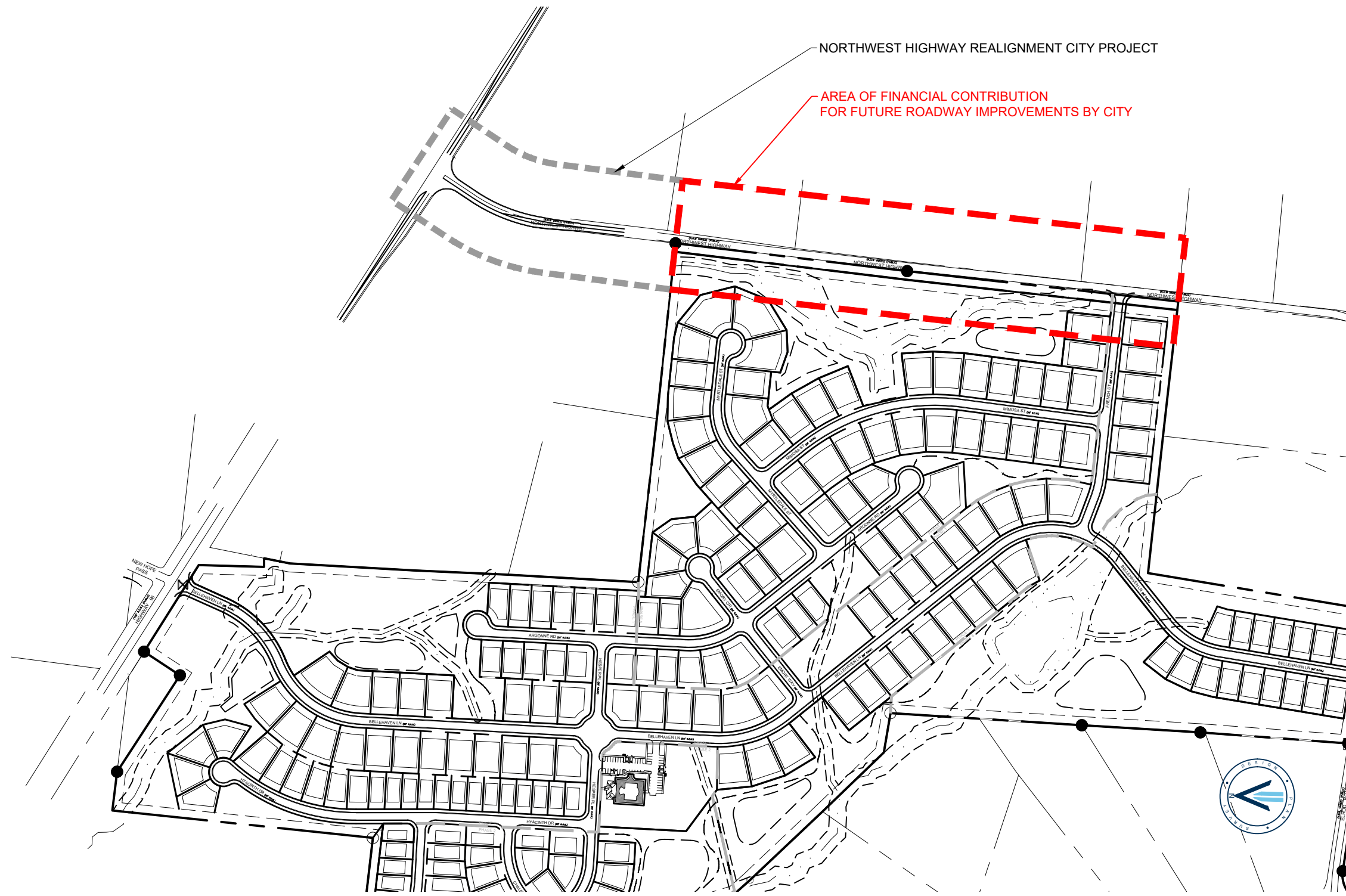


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NORTHWEST HIGHWAY REALIGNMENT CITY PROJECT

AREA OF FINANCIAL CONTRIBUTION
FOR FUTURE ROADWAY IMPROVEMENTS BY CITY



BELLEHAVEN

FOR

D.R. HORTON

CITY OF FAIRVIEW, TENNESSEE

Scale: 1" = 200'

Date: 2024.04.29

Approved By: MHH

Revisions:

Drawing Title:
EXHIBIT C

Drawing No.
3 OF 3

Project No.
14026-1909



RESOLUTION 49-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR ADEN WOODS PHASE 4

WHEREAS, prior to the issuance of any permit, other than a building permit for construction of a one or two-family dwelling, under authority of the Zoning Ordinance of the City of Fairview, applicants shall review and enter into a “Site Development Agreement” (agreement) in a form that is approved by the Board of Commissioners for the purpose of acknowledging the understanding and agreement of the applicant with the policies and procedures of the City as they relate to proposed site development and construction activities; and

WHEREAS, the City Engineer engages with each development applicant during the pre-construction meeting and requires an executed agreement prior to construction commencing; and

WHEREAS, the Board of Commissioners may grant authorization for the mayor to execute contracts on behalf of the City; and

WHEREAS, the form of the Site Development Agreement is attached as EXHIBIT A.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Site Development Agreement for Aden Woods Phase 4.

Passed and adopted this the 7th day of November, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ADEN WOODS PHASE 4
7431 CROW CUT ROAD
MAP 46 AND PARCEL 16.01**

This SUBDIVISION DEVELOPMENT AGREEMENT is made and entered into on this **7th day of November 2024**, between THE CITY OF FAIRVIEW, TENNESSEE, (hereinafter the "CITY"), and **A-1 HOME BUILDERS** the DEVELOPER (hereinafter the "DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described as ADEN WOODS PHASE 4 **consisting of 20 residential lots, lot numbers 1-20.**

(hereinafter the "PROJECT"); and,

WHEREAS, the Development Plan of the PROJECT has been approved by the City of Fairview Municipal Planning Commission (hereinafter the "FMPC") on the **9th day of July, 2024, as Resolution PC 25-24,** pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Zoning Ordinance of the City of Fairview, Tennessee and,

WHEREAS, the project shall require a site reclamation bond for **Aden Woods Phase 4** in the amount of **\$321,163 (THREE HUNDRED AND TWENTY ONE THOUSAND AND ONE HUNDRED AND SIXTY THREE DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed. Prior to recording of a Final Plat, the PROJECT shall require a site performance bond in the amount of **\$1,018,823 (ONE MILLION, EIGHTEEN THOUSAND AND EIGHT HUNDRED AND TWENTY THREE DOLLARS)** in accordance with the approved Development Plan of the PROJECT at the time this agreement is signed; and

WHEREAS, the DEVELOPER is the owner of the PROJECT and has authority to engage in such development; and,

WHEREAS, the DEVELOPER desires to develop and improve said PROJECT; and,

WHEREAS, in order to provide for the health, safety, and welfare of future residents of the PROJECT and the general public, it will be necessary for certain improvements to the CITY'S utility systems, public infrastructure, and common areas to be constructed within and to serve the PROJECT including but not be limited to roads, bridges, sidewalks, pedestrian facilities, storm water conveyance and detention systems, street signs, markings, signals, street lighting, recreation and park facilities, landscaping, and the like (hereinafter the "IMPROVEMENTS"); and,

WHEREAS, in order for the IMPROVEMENTS to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to construct, in accordance with the approved plans and the Zoning Ordinance and other rules, regulations, and ordinances of the CITY, the IMPROVEMENTS in said PROJECT and extend utilities to the PROJECT at their own cost; and,

WHEREAS, the CITY is willing to accept the dedication of the streets, utilities, and other improvements as determined in the Development Plan of the PROJECT, subject to the City of Fairview Board of Commissioners approval by resolution, and subject to the applicant's compliance with all requirements in this agreement and applicable existing laws of the City of Fairview and the State of Tennessee,

NOW, THEREFORE, it is agreed and understood as follows:

A1 General Conditions

A1.1 Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete the roads, sidewalks, sewers, utilities, and other facilities in accordance with this agreement.

A1.2 City Ordinances, Rules and Regulations

All currently existing CITY ordinances, rules and regulations, and the Zoning Ordinance adopted by the Board of Commissioners are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. All work done under this agreement is to be performed in accordance with plans and specifications approved by the City and made a part, hereof.

A1.3 Fees

Review fees, inspection fees, and other amounts established by the CITY shall be paid prior to any review of the plans. If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees, inspection fees, or other amounts paid to the CITY shall be refundable to the DEVELOPER.

A1.4 Inspection

The CITY shall have a continuous right to inspect the work and facilities to assure that the work and facilities are in accordance with the approved Construction Plans, and other rules, regulations, and ordinances of the CITY.

A1.5 Right of Entry

The CITY shall have the right, in case of breach of the Performance Agreement, to enter upon any property of the DEVELOPER and take all necessary actions to complete the work and obligations not completed.

A1.6 Easements

The DEVELOPER shall obtain and dedicate to the CITY or cause to be dedicated to the CITY, either by dedication on the plat or by easement deed, in either case in a form acceptable to the CITY, permanent easements of such widths as required by the CITY and noted on the Plans. The DEVELOPER further agrees to grant the necessary easements and rights-of-way across the DEVELOPER's properties without expense to the CITY and waive any claim for damages.

A1.7 Stormwater Maintenance Agreement

If the PROJECT includes any detention or retention ponds, common drainage ditches, water quality facilities, or stormwater facilities outside of the CITY rights-of-way, the DEVELOPER will submit a Stormwater Maintenance Agreement, to be filed with and recorded with the Final Plat.

A1.8 Attorney Fees and Other Expenses

The DEVELOPER shall pay all reasonable costs and expenses incurred by the CITY in enforcing or completing this agreement. The DEVELOPER shall pay all costs and expenses, including the CITY'S attorney fees, of any legal proceedings brought by the CITY against the DEVELOPER seeking remedies for the DEVELOPER'S failure to perform any of its obligations hereunder, whether or not any proceedings are prosecuted to judgment.

A1.9 Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement nor shall the rights or duties be assigned by either party except as permitted pursuant to A1.13 below.

A1.10 Revocation and Interpretation

This agreement shall bind the DEVELOPER when executed by the DEVELOPER and may not be revoked by the DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Williamson County, Tennessee, and Tennessee Appellate Courts.

A1.11 No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Fairview Board of Commissioners must approve any written modification to this agreement.

A1.12 Separability

If any portion of this agreement is held to be unenforceable, the CITY shall have the right to determine whether the remainder of the agreement shall remain in effect, or whether the agreement shall be void and all rights of the DEVELOPER pursuant to this agreement terminated.

A1.13 Transferability

The DEVELOPER agrees to not transfer the property on which this PROJECT is to be located without first providing the CITY with written notice. The transferee shall provide the CITY an Assumption Agreement of this Agreement, whereby the transferee agrees to perform the IMPROVEMENTS required under this agreement and to provide a performance surety. The DEVELOPER understands that if the DEVELOPER transfers said property without providing the notice of transfer and Assumption Agreement as required herein, they will be in breach of this agreement and in violation of the Zoning Ordinance.

A1.14 Indemnity

The DEVELOPER shall indemnify and hold the CITY harmless from all loss, costs, expenses, liability, money damages, penalties, or claims arising out of any work covered by this agreement, including any

attorney fees incurred by the CITY in connection therewith. Inspection of the IMPROVEMENTS by an authorized representative of the CITY shall not constitute a waiver by the CITY of any defect or of any of the DEVELOPER'S obligations hereunder.

A1.15 Binding Effect

This agreement shall be binding upon the DEVELOPER and the DEVELOPER'S heirs, administrators, executors, assigns, and any other successors in interest.

A1.16 Entire Agreement

This document contains the entire agreement between the parties, and there are no collateral understandings or agreements between them. No variations or alterations of the terms of this agreement shall be binding upon either of the parties, unless the same be reduced to writing and made an amendment to this agreement.

A1.17 Headings

Paragraph titles and headings contained herein are inserted for convenience only and shall not be deemed a part of the agreement and in no way shall define, limit, extend, or describe the scope or intent of any provision, hereof.

A2 Performance Surety

At the time of execution of this agreement, the DEVELOPER shall provide the CITY a performance surety, in an amount determined by the City Engineer for the IMPROVEMENTS and other items specified by the Construction Plans, plats, and plans approved by the FMPC. This performance surety shall secure performance of all obligations of the DEVELOPER under this agreement. The performance surety shall meet all requirements established in the Zoning Ordinance and Subdivision Regulations and secure full compliance with all terms and conditions of this agreement. The performance surety may be called for failure to comply with the provisions of this agreement in whole or in part according to the terms of the performance surety. The performance surety will not be released, except and until there has been full compliance with this agreement.

A3 Construction

A3.1 Construction Plans

The DEVELOPER shall submit to the CITY, Construction Plans describing in reasonable detail all utility systems, all stormwater management systems, all street systems, pedestrian facilities, and all IMPROVEMENTS. The Construction Plans shall be designed according to the Subdivision Regulations, Zoning Ordinance, and all other codes and ordinances enforced by the City, and sound engineering judgment. The design of all utility systems shall follow the State of Tennessee and utility provider design criteria and specifications. In the event of a disagreement as to compliance with or interpretation of the Construction Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER. The Construction Plans shall be prepared by a design professional licensed by the State of Tennessee to design all systems and shall bear the seal, signature, date, and license number of the professional preparing the Construction Plans.

A3.2 Commencement of Construction

Construction of IMPROVEMENTS may not begin until the following events have occurred:

- A. The Development Plan has been approved by the FMPC;
- B. The Construction Plans are approved by the CITY;
- C. The Tennessee Department of Environment and Conservation has approved the applicable portions of the Plans and has confirmed its approval to the CITY and/or DEVELOPER in writing;
- D. The CITY shall have received an appropriately executed Development Agreement; and
- E. The pre-construction conference has been held;
- E. The DEVELOPER shall give the CITY notice of commencement of construction, in writing at least one (1) working day prior to commencement.

A3.3 Site Grading

The DEVELOPER, hereby, agrees to construct all site grading to comply with the approved Construction Plans, including the approved Erosion Control Plan for the PROJECT and to comply with the Stormwater Ordinance, and all other codes and ordinances enforced by the CITY.

A3.4 Stormwater Management Systems

The DEVELOPER shall be responsible for all stormwater management work made necessary by the development of this PROJECT. It is understood and agreed that the CITY in its proprietary function is not and could not be expected to oversee, supervise, or direct the construction of all drainage improvements, and the excavation incident thereto. Neither is the CITY vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process. The CITY is vested with the right of periodic inspections, stop work order, and final approval as a measure of secondary or subsequent enforcement. The DEVELOPER has and shall retain the responsibility to properly anticipate, survey, design and construct the subdivision stormwater improvements and give full assurance that same shall not adversely affect the flow or quality of surface water from or upon any property. In providing technical assistance, plan and design review, the CITY does not and shall not relieve or accept any liability from the DEVELOPER.

A3.5 Street Construction

The DEVELOPER, hereby, agrees to construct and improve the streets shown on the Construction Plans to comply with the CITY's specifications and to the satisfaction and approval of the City Engineer by grading, draining, subgrade preparation, base preparation, curbing, signage, striping, signalization, sidewalk installation, and paving with the required preparation, amounts, and types of material. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory cost incidental to the construction of streets and driveways including but not limited to material and density testing.

A3.6 Off-Site Improvements

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the PROJECT. Unless specifically noted in the Construction Plans and made a part of separate agreement with the CITY, the CITY shall not be required to reimburse the DEVELOPER for construction of off-site improvements.

A3.7 Inspection and Compliance

After construction begins, the CITY shall provide on-site construction inspection as the CITY deems necessary to ensure that all work is performed and completed in accordance with the Construction Plans, CITY specifications, and the contents of this agreement. In the event of a disagreement as to compliance with or interpretation of the Construction Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER. If the DEVELOPER fails to construct in accordance with the approved Construction Plans or to comply with the CITY'S specifications, the CITY may issue a stop-work order and DEVELOPER, hereby, agrees to be bound by such order.

A3.8 Testing

The DEVELOPER agrees to pay the cost of all engineering, inspection, and laboratory cost incidental to construction of the streets, sidewalks, utilities, compacted fill material, and other facilities included within this agreement. Such testing includes, but is not limited to, material and density testing.

A3.9 Scrap Removal

The DEVELOPER agrees to comply with all local, state, and federal rules and regulations regarding waste material and debris disposal.

A4 Acceptance of Improvements

A4.1 Completion of Improvements

At such time as the improvements have been constructed and installed, acceptance of improvements shall follow Subdivision Regulations Article 3-104. The DEVELOPER agrees the DEVELOPER shall have no claim, direct or implied, in the title or ownership of the IMPROVEMENTS specified in this agreement when the IMPROVEMENTS are complete and thereafter accepted by the CITY. The DEVELOPER will be responsible for construction failures and defects in PROJECT prior to final acceptance. During this period, it shall remain the responsibility of the DEVELOPER to correct and cure these defects and failures.

A4.2 As-Built Drawings and Post-Completion Items

The DEVELOPER agrees to furnish to the CITY as-built plans, on a reproducible, stable media, of the stormwater management and streets within the development before the CITY shall accept the development.

A4.3 Acceptance of Facilities

Upon final acceptance of all or part of the IMPROVEMENTS in the PROJECT, then those IMPROVEMENTS shall become the property of the CITY free from all claims from any person or entity without the necessity of any further writing, agreement, or deed. The DEVELOPER further agrees that any facilities placed within a public or platted right-of-way or dedicated public easement are irrevocably dedicated to the public use without any right of reimbursement or compensation of any kind.

A4.4 Failure to Install

In the event the DEVELOPER fails to install the facilities in accordance with the terms of this agreement, the CITY may, in its sole discretion, elect to accept all or a portion of the IMPROVEMENTS in the PROJECT. Should the CITY choose to accept all or a portion of these IMPROVEMENTS, the CITY shall become the sole owner of these facilities. The CITY may give notice of acceptance by writing delivered to

the DEVELOPER or recorded in the Register's Office of Williamson County, Tennessee. No further writing or deed shall be required.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so, to do on or as of the day and year first given.



OWNER/ Guarantor

Pres.

TITLE

ATTEST:



DEVELOPER/ Guarantor

Pres.

TITLE

ATTEST:



CITY OF FAIRVIEW
(COUNTY OF WILLIAMSON), TENNESSEE

BY:

MAYOR

DATE

APPROVED AS TO FORM:

BY:

CITY ATTORNEY

DATE

RESOLUTION 50-24**A RESOLUTION OF THE BOARD OF COMMISSIONERS AUTHORIZING THE FAIRVIEW POLICE DEPARTMENT TO CONTINUE PARTICIPATION IN THE LAW ENFORCEMENT SUPPORT OFFICE 1033 PROGRAM**

WHEREAS, the National Defense Authorization Act authorizes the Secretary of Defense to transfer excess Department of Defense (DOD) personal property to local law enforcement agencies with special emphasis given to counter-drug and counter-terrorism; and

WHEREAS, the 1033 program (formerly the 1208 program) allows law enforcement agencies to receive DOD excess property; and

WHEREAS, the ownership of certain items will be transferred to the City of Fairview after the expiration of a time period set by the Defense Logistics Agency; and

WHEREAS, on May 25, 2022, Presidential Executive Order (EO) 14074 “Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety” was signed by President Biden requiring notification to be made to the Local Governing Body of the Law Enforcement Agency’s participation in this program; and

WHEREAS, in accordance with EO 14074, The Fairview Police Department is seeking permission to continue participating in this important program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, of the City of Fairview, Tennessee that the Fairview Police Department is authorized to continue participating in the LESO 1033 program in accordance with the best practices and interests of the City of Fairview.

Passed and adopted this 7th day of November, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FROM APPROVED:

Patrick M. Carter, City Attorney



Fairview

POLICE DEPARTMENT

Zack Humphreys
Chief of Police

10/30/2024

SUBJECT: Notification to Civilian Governing Body and Local Community

On May 25, 2022, Presidential Executive Order (EO) 14074 "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety" was signed.

In accordance with EO 14074 (Section 12), State, Tribal, local, and Territorial Law Enforcement agencies (LEAs) must:

- 1) Notify their Civilian Governing Body (CGB) (*i.e.*, City Council, County Government or other local governing body) of its intent to request property from Federal sources (to include Federal funds or grants).
- 2) Notify the Local Community of its request for property transfers, purchases from Federal funds, agencies or subcontractors (including existing transfer contracts or grants).

The Fairview Police Department may request the below controlled property items from the Law Enforcement Support Office (LESO), or other Federal source:

Controlled Property Description	Controlled Property Description	Controlled Property Description
<i>This list is for example only, additional types of items may be available.</i>		
AIRCRAFT ACCESSORIES, COMPONENTS, MISC	GLOBAL POSITIONING SATELLITE (GPS)	SHIPPING CONTAINER
AIRCRAFT REPAIR PARTS/COMPONENTS	HEAVY EQUIPMENT/VEHICLES	SIGHT, BORE, OPTICAL
AIRCRAFT, FIXED WING	INSULATION BLANKET	SIGHT, HOLOGRAPHIC
AIRCRAFT, ROTARY WING	LANDING SEARCHLIGHT	SIGHT, INFINITY
ALL TERRAIN VEHICLE (ATV)	LIFE PRESERVER, VEST	SIGHT, REFLEX
AMMUNITION CONTAINER	MAGNIFIER	SMALL ARMS STORAGE RACKS
AMPLIFIER	MARKER, IDENTIFICATION	SPOTTING INSTRUMENT, OPTICAL
ANALYZER, HAZARDOUS MATERIAL IDENTIFICATION	MARKSMANSHIP TRAINER	TARGET, TRAINING, MOBILE
ANTENNA	MEDICAL/FIRST AID SUPPLIES	TELESCOPE
BARRIER, VEHICLE ARRESTING, PORTABLE	LIFE PRESERVER, VEST	TENTS/PORTABLE SHELTERS
BINOCULAR	MISCELLANEOUS COMMUNICATION EQUIPMENT	THERMAL CAMERA
BLANKETS	MULTIMEDIA PROJECTION SET	THERMAL CAMERA ACCESSORIES
BREATHING APPARATUS	NAVIGATION SET, SATELLITE SIGNALS	TRAINING AID/SIMULATORS
CAMERA SYSTEM	NON-ARMORED HMMWV	TRAINING AIDES/DEVICES
COMPASS	OFFICE EQUIPMENT	TRANSLATION DEVICE
COMPUTER SYSTEM	OFFICE SUPPLIES	TRUCK, CARGO
CONTAINER, AMMUNITION	PORTABLE RADIO	TRUCK, TANK
CONTAINER, K-9 TRANSPORT	PREFAB & PORTABLE BUILDINGS	VEHICLE REPAIR PARTS/COMPONENTS
COVERALLS	PROTECTIVE EYEWEAR	WARM WEATHER CLOTHING/SHOES
DECONTAMINATION DEVICES	PUBLIC ADDRESS SET	
DECONTAMINATION SYSTEM	RADIOS	
DEEP WATER FORDING KIT	RANGE FINDER, LASER	
DETECTOR, GAS	RANGE FINDER-TARGET DESIGNATOR, LASER	
DIVER'S SUIT	RED DOT SIGHT	
FACEMASK	RIFLESCOPE	
FLASHLIGHTS	SCANNER, X-RAY, BAGGAGE	
FLOODLIGHT	SEARCHLIGHT	
GENERATOR SET	SHIELD, BALLUSTIC	

Pursuant to EO 14074 (Section 12), this memo fulfills the requirement to notify the Civilian Governing Body (CGB) and Local Community of my agency's intent to request the controlled property items identified in the list above.


Chief Zack Humphreys

7100 City Center Way • Fairview, TN 37062
Office 615-799-2435 • Dispatch 615-799-2431 • Fax 615-799-0035